

Contract no 1602

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LIBRARY
INSTITUTE OF MANAGEMENT

OCT 14 1992

RUTGERS UNIVERSITY

A G R E E M E N T

Between

Township of Andover

And

Fraternal Organization of Police
Spartan Lodge No. 26

1991 -- 1992

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ARTICLE I

RECOGNITION

The Township recognizes the Fraternal Organization of Police, Spartan Lodge No. 26, hereinafter referred to as the "Lodge", for the purposes of collective bargaining and negotiations as the exclusive representative of the Police Officers.

ARTICLE II

MANAGEMENT CLAUSE

It is agreed that Andover Township and the Police Department, hereinafter referred to as "Management", retain the usual management rights and that the right to manage and direct the Police Department and the Officers as recognized by this Agreement is vested exclusively in Management, which rights shall include, but shall not be limited to, the right to hire, promote, demote, transfer, suspend, discharge or otherwise discipline for just cause; to maintain discipline and efficiency of the Officers and prescribe rules to that end; to lay off because of lack of funds; to dismiss for proper cause; to determine the manner in which the Township's facilities shall be operated including the determination of working hours; to determine the extent to which employment shall be increased or reduced including the right to plan, direct and control operations and to change methods, processes, equipment and facilities.

None of the aforementioned rights shall be construed to be in conflict with Andover Township's Ordinances, Police Department rules and regulations, N.J.S.A.:40A or N.J.S.A.:11 regarding Civil Service.

Any provision in this Agreement which is or may come in conflict with any existing or future executive orders, government regulations or laws is and shall be modified to the extent of any such conflict for the affected periods of such order, regulations or laws.

ARTICLE III
EMPLOYEE RIGHTS

A. The Township will not penalize or harass any member of the employee unit for its participation or activity relating to salary negotiations or unit participation in related areas of the collective bargaining process.

B. The authorized representative (s) of the Lodge will be excused from on-duty police time, if necessary, to handle any Step Two grievance matter.

C. The Township will allow the President of the Lodge and the authorized delegate of the Lodge to attend all official functions of the Lodge.

D. In all matters discussed with the Township officials pertaining to the Agreement, a member of the Lodge may have representatives on the Negotiations or Grievance Committee and may be represented by legal counsel at the meetings of said committee.

E. In administrative investigative matters in which the Township Committee may take disciplinary measures, the individual Lodge member involved may have representation as stated above in Paragraph D, Article III.

ARTICLE IV

GRIEVANCE PROCEDURES

A. Purpose

1. The purpose of this procedure is to secure at the lowest possible level an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as formal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss this matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Lodge.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement or from related working conditions. Any member of the Lodge may make a complaint regarding a grievance.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by the Agreement (with the exception of Township-initiated grievances which will proceed in accordance with Section D, Article IV) and shall be followed in its entirety unless any step is waived by mutual consent:

Grievance Procedures (continued)

Step One: The aggrieved employee shall institute action under these provisions within ten (10) calendar days after the event giving rise to the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to act within the said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance, unless just cause to the contrary is presented by the aggrieved party. The Chief or his designee shall render a written decision within five (5) days after the receipt of the grievance.

Step Two: If the grievance is not settled at Step One, the aggrieved employee or the representative(s) from the Lodge may make a written request for a meeting within five (5) days after the answer is given under Step One, except that in disciplinary action grievances, a written request for a meeting under Step Two may be made within seven (7) calendar days after the meeting.

Step Three: If the aggrieved person is not satisfied with the handling or result of the grievance under Step Two, he may within five (5) calendar days notify the Township Committee that he wishes to have them rule on the matter. A hearing shall be held within fifteen (15) days by the Township Committee after receipt of the complaint regarding the grievance. At such hearing, the aggrieved employee may appear with a representative(s) of the Lodge. The Township Committee's answer under Step Three shall be delivered to the Lodge within seven (7) calendar days after the hearing.

Grievance Procedures (continued)

Step Four:

(1) If no satisfactory resolution of the grievance is reached at Step Three, then within five (5) working days the grievance shall be referred to the Public Employment Relations Commission for the selection of an arbitrator pursuant to the rules of said Commission. The arbitrator's decision shall be final and binding upon the parties. The cost of the arbitrator shall be borne equally by the parties, but each party shall be responsible for such other costs as he may incur.

(2) It is agreed between the parties that no arbitration hearing shall be held until at least thirty (30) days after the date on which the Township Committee rendered its decision regarding the grievance.

(3) Employees covered by this Agreement shall have the right to process their own grievance without representation.

ARTICLE V

Hours And Overtime

A. All members of the Police Department are required to work an average of forty (40) hours per week on a shift basis in a schedule approved by the Chief of Police. In times of emergency as called by the Police Chief, all members of the Department are subject to "recall" unless they are on sick leave.

B. If an Officer is ordered by the Chief of Police or his designee to respond to an emergency, he shall be paid a minimum of three (3) hours at the rate of one and one-half (1 1/2) times his regular straight-time rate, which shall be in the form of equal compensatory time or pay as determined by the Officer.

C. All other authorized overtime work not covered in Section B shall be at the rate of one and one-half (1 1/2) times the regular straight time rate for each hour actually worked.

D. In the event an Officer is required to appear in court during off-duty hours in connection with job-related cases, he shall receive a minimum compensatory time of four and one-half (4 1/2) hours or one and one-half times the regular straight-time rate for a minimum of three (3) hours or anything over, if applicable; if there are available monies in the "overtime" budget for the Police Department. If funds are not available, he shall receive same in compensatory time.

ARTICLE V (continued)

E. In the event an Officer receives compensation from any litigants in a civil legal proceedings other than subpoena money (mileage), the Officer shall be entitled to either the monies received or a minimum of the three (3) hours of pay at one and one-half (1 1/2) times regular straight-time pay, whichever is greater. If the monies received for the minimum of the three (3) hours compensatory time at one and one-half (1 1/2) times regular straight-time pay is greater than the monies received from the litigant, there shall be deducted from same any sums received from the litigant. In the event a Township vehicle is used for court appearances and the Officer has received subpoena monies, said monies shall be turned over to the Township.

F. All overtime will be paid to an Officer at the rate of one and one-half (1 1/2) times his/her regular straight-time rate which shall be in the form of equal compensatory time or pay as determined by the Officer. It is understood that if there are no available monies in the "overtime" budget for the Police Department, the Officer will have to receive equal compensatory time unless other funds can be made available, however, it shall be the responsibility of the Chief of Police or his designee to post a directive as soon as it is known that there may be no or little monies left in the overtime budget.

ARTICLE VI

HOLIDAYS

A. The following holidays shall be recognized for all Officers:

1. New Year's Day
2. Washington's Birthday ✓
3. Good Friday
4. Memorial Day ✓
5. Independence Day ✓
6. Labor Day ✓
7. Veterans Day
8. Thanksgiving Day
9. Day following Thanksgiving
10. Christmas
11. General Election Day (November)
12. Lincoln's Birthday
13. Martin Luther King Day ✓
14. Easter

B. Holiday pay will be computed at a rate of time and one-half (1 1/2). All Officers shall receive holiday pay whether they are scheduled to work or not.

Computation of holiday pay shall be based upon a ten (10) hour day. Computation will be computed prior to November 1st each year for payments to Officers per the above schedule, and shall appear in a separate paycheck given at the same time that the first regular paycheck of November is issued.

C. Holidays shall be taken in accordance with the schedule established by the Chief of Police.

ARTICLE VII

Personal Days

Police personnel covered by the terms and conditions of this Agreement are granted three (3) personal days approved for use by the Chief of Police or his designee. Personal days are not cumulative; that is, they cannot be carried over into the following year unless approved by the Chief or his designee.

ARTICLE VIII

Vacations

A. Annual vacation leave shall be granted with pay for vacation purposes during each calender year in accordance with the following schedule from the anniversary date of original appointment:

LENGTH OF EMPLOYMENT	VACATION LEAVE
Up to 1 year of service	One working day for each month of employment
After one year & up to completion of 5 years of service	12 working days
After 5 years & up to completion of 10 years of service	15 working days
After 10 years & up to completion of 15 years of service	18 working days
After 15 years & up to completion of 20 years of service	20 working days
After completion of 20 years of service, add one working day per year.	

B. Vacation leave must be taken during the current calendar year at such times as permitted or directed by the Township, and request for leave may be denied if the Township determines that such leave cannot be taken because of demands of work. Any unused vacation leave may be accrued and carried forward into the following year.

ARTICLE IX

Sick Leave

A. Service Credit for Sick Leave

1. All permanent employees or full-time professional employees shall be entitled to sick leave with pay based on their aggregate years of service.

2. Sick leave shall be used by an employee who, through sickness or injury, becomes incapacitated to the extent that it is impossible or highly impracticable for him to perform the duties of his position. Sick leave may also be used by an employee who is quarantined by a physician because the employee has been exposed to a contagious disease. Sick leave may be used for periods not exceeding five (5) days for the required absence of the employee to care for a member of the immediate family who is seriously ill. For the purposes of this Article, "immediate family" shall be defined as father, mother, wife or husband, the employee's children, brother, sister, mother-in-law, father-in-law, sister-in-law, and brother-in-law. Such sick leave shall not include any extended period where the employee serves as a nurse or housekeeper during this period of illness. This Article is to include, but not be restricted to, Andover Township ordinance # 5-9.1.

B. Amount of Sick Leave

1. Sick leave with pay shall accrue for each full-time Officer at the rate of one (1) day per month during the remainder of the first calendar of employment in which he is initially appointed; thereafter, sick leave may be accrued at the rate of fifteen (15) days per year, for all employees hired after 1/1/91.

Amount of Sick Leave (continued)

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year-to-year to be used if and when needed for such purposes.

3. An employee shall be reimbursed for accrued sick leave at the time of retirement, death or resignation in good standing. At the time of retirement or separation, with a minimum of eighteen (18) months of service, the employee shall be reimbursed for accrued sick leave at the rate of one half (1/2) day per full day for all unused sick days.

C. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those cases where notice must be made prior to the employee's starting time.

2. Failure to so notify his/her supervisor may be cause for denial of the use of sick leave for that absence and shall constitute cause for disciplinary action.

3. Absence without notice for five (5) consecutive work days and without a justified reason as determined by the Chief of Police shall constitute a resignation.

Sick Leave (continued)

D. Verification of Sick Leave

1. An employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

2. An employee who shall be absent on sick leave for periods totaling ten (10) days in one (1) calendar year consisting of periods of less than five (5) days shall submit acceptable medical evidence for any additional sick leave in that year, unless such illness is of a chronic or recurring nature requiring repeated absences of one (1) day or less in which case only one (1) certification shall be necessary for a period of six (6) months.

3. The Township may require proof of illness of an employee on sick leave whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

4. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

5. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined at the expense of the Township by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing his normal duties and whether his return will jeopardize the health and/or welfare of other employees.

Sick Leave (continued)

E. Injury in the Line of Duty

1. Upon presentation of a valid injury incident report within the Police Department and a physician's certificate, any absence resulting from an injury sustained in the line of duty shall not reduce the employee's sick leave.

2. If any Officer is injured in the line of duty, the Township Committee may, pursuant to R.S. 40A:24-137, pass an ordinance giving the employee up to one (1) year's leave of absence with pay. When such action is taken, the employee shall not be charged any sick leave time for time lost due to such injury.

3. Prior to the passage of the ordinance referred to in Paragraph 2, the employee shall agree in writing to reimburse the Township to the extent of any temporary disability benefits under Workers Compensation or other which he may receive as a result of the injury.

F. Extended Leaves Due to Illness

Any Officer who, for medical reasons other than Section E, must be absent from the job for an extended period of time shall first use up all accumulated sick leave. If the Officer is still unable to return to work, he shall be required to apply for disability, retirement or a leave of absence in accordance with the provisions of Civil Service, if eligible. There is no contractual obligation of the part of the Township to provide any disability insurance policy except as set forth under Article XIII.

ARTICLE XI

Salary Guide

A. The following salary guide shall be in force for the police officers during the life of this agreement:

	7% 1991	6% 1992
1st year of service	\$ 23,000.00	\$ 24,380.00
2nd year of service	25,038.00	26,540.00
3rd year of service	28,676.00	30,396.00
4th year of service	32,346.00	34,255.00
5th year of service	36,112.00	38,279.00

B. Step pay increase shall become automatic on the individual officer's anniversary date.

Salary Guide (continued)

C. Any Police Sergeant who may be appointed shall be entitled to the following salary guide in addition to his base salary. The position of Police Sergeant is hereby made a part of the bargaining unit.

1st year of service	\$ 1,100.00
2nd year of service	2,200.00
3rd year of service	10% of top patrolman base salary

D. All new police officers hired by the Police Department will be paid at the minimum starting salary stipulated by the salary guide in effect as well as the contractual agreement entered into between the Township of Andover and Spartan Lodge F.O.P. #26. It is recognized that the Township may hire experienced N. J. Police Training Commission certified person(s). The Township may enter into an agreement with said person(s) to place same into a salary Step greater than Step 1, but no higher than Step 5. Placement in said Step shall serve as the person(s) beginning step of employment and thereafter same shall continue upward in the Step guide until maximum is achieved according to the provisions of the existing Step and salary guide.

ARTICLE XII

Medical Benefits

The Township will provide the following health benefits:

A. Medical insurance shall be provided as its provided for all other Township employees.

B. Dental Plan (1991-1992) - Coverage under the Delta Plan 11A (Township Plan) shall be provided to include each employee and employees dependents.

C. Prescription Plan Coverage shall be provided to include each employee and dependents. An employee, after submission to health carrier, shall be reimbursed for each prescription less a three dollar (\$3.00) co-pay.

D. Vision Plan shall be provided wherein the Township will contribute up to one hundred (\$100.00) dollars for each Officer toward the expense of eye glasses and/or exam. The Township shall also provide up to seventy-five (\$75.00) dollars each year for reimbursement of eye examination and /or purchase of eye glasses for each dependent.

ARTICLE XIII

Temporary Disability Benefit Plan

1. There shall be a voluntary Temporary Disability Plan for all eligible covered employees unable to work as a result of a covered sickness or accident. The plan shall have a sixty (60) calendar day waiting period. Should an eligible, covered employee enroll, the cost of the plan will be as follows:

One-third (1/3) of the applicable premium amount shall be paid by the employee participant by payroll deductions; two-thirds (2/3) of the applicable premium amount shall be paid by the Township for a period of 2 years; after which time, the Township of Andover will contribute 100% of the applicable premium amount for the Disability Benefit Plan.

ARTICLE XIV

College Credits

A. The Township will reimburse members of the Police Department for college credits taken in accordance with the following Township policy.

B. The individual must have been employed by Andover Township a minimum of twenty-four (24) months and there shall be no letter of resignation on file.

C. Only college courses which will further develop the individual's career with the Andover Township Police Department will be eligible for reimbursement.

D. All courses must receive prior approval from the Chief of Police in writing.

E. No reimbursement will be made of travel, registration, textbooks or incidental expenses.

F. Reimbursement will be made up to one-hundred (100%) percent of the current rate of tuition at Rutgers University.

G. In order to be eligible for reimbursement, proof must be furnished that the course was passed with a grade of "C" or better and a receipt must be furnished to show the amount expended for tuition.

ARTICLE XV

Career Development and Incentive Pay

Individuals employed by the Township for twenty four (24) months will be eligible for incentive pay for further career development as follows:

A. Upon completion of credit hours of courses leading to a degree in police science and carrying a grade-point average of "C" or better, the individual shall receive an increase of **fifteen (\$15.00) dollars per credit hour up to 66 credits which shall be paid on the officer's anniversary date.

B. New employees, employed after January 1, 1989, possessing said degree or credit levels shall receive salary increments per the above schedule after twenty-four (24) months of service with the Township.

C. When Officers are sent by the Township to attend a school seminar, or meeting, to further their education, meal expenses shall be reimbursed upon presentation of receipts at (\$15.00)fifteen per day.

ARTICLE XVI

Uniform Allowance

A. The Township will provide up to six-hundred-fifty (\$600.00) dollars per police officer in 1991 and six-hundred twenty-five (\$625.00) dollars in 1992 to purchase articles of his uniform. Payments will be within the first week following the first regularly scheduled Township Committee meeting held after January 1 and July 1 to those officers completing the preceding six months. The individual officer is directly responsible for his appearance to the Chief of Police.

B. It will be the personal responsibility of each employee to purchase such uniforms as he will need. Uniform or equipment damage which occurs in the performance of duty, over and above the normal wear-and-tear, will be repaired or replaced by the Township. The definition of "equipment" shall be limited to the Officer's duty weapon and badge. If an officers prescription eye glasses are damaged, the Township will reimburse the officer for the cost of the same or similar brand of eye glasses worn by the officer up to a maximum of one-hundred-twenty-five (\$125.00) dollars. Such damage to the eye glasses must be during the performance of duty and must not be the result of carelessness.

C. The Township shall provide a vendor who will be required to clean and maintain the uniform articles for each police officer. Vendor selection may be based upon the mutual agreement of the Lodge and the Township.

D. The Township shall replace all issued equipment on an "as needed" basis. Replacement shall be approved by the Chief of Police or his designee.

ARTICLE XVII

Longevity

The following longevity plan shall continue for the life of this Agreement:

- A. Beginning in the sixth (6th) year of service, two 2% percent longevity pay based upon the employee's base salary.
- B. Beginning in the tenth (10th) year of service, four (4%) percent longevity pay based upon the employee's base salary.
- C. Beginning in the fourteenth (14th) year of service, six (6%) percent longevity pay based upon the employee's base salary.
- D. Beginning in the eighteenth (18th) year of service, eight (8%) percent longevity pay based upon the employee's base salary.
- E. Beginning in the twenty-second (22nd) year of service, ten (10%) percent longevity pay based upon the employee's base salary.

ARTICLE XVIII

Severability and Savings

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

B. The preceding provisions shall not preclude either of the parties to this Agreement from pursuing any legal remedies which they may have.

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ARTICLE XIX

Dues Clause

If a regular police officer fails to remit his annual dues to the Lodge before March 31st of each year, the Lodge shall submit a request to the Andover Township Treasurer to send an amount equal to eighty-five (85%) percent of the annual dues for regular membership to the Lodge. Said deduction shall come from and appear on the next paycheck due the delinquent employee.

ARTICLE XX

Term and Renewal

This Agreement shall be in full force and effect as of January 1, 1991, and shall remain in effect up to and including December 31, 1992 without any reopening date.

This Agreement shall continue in force and effect until a new Agreement is made.

ARTICLE XXI

PRESERVATION OF RIGHTS

A. The Township of Andover agrees that all benefits, terms and conditions of employment relating to the status of the Township of Andover police officers, which benefits, terms and conditions of employment are not specifically in conflict with the terms of this Agreement, shall be maintained at not less than the highest standards in effect at the time of the commencement of the collective bargaining negotiations between the parties leading to the execution of this Agreement.

B. Unless a contrary intent is expressed in the Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any police officer pursuant to any rules, regulations, instructions, directive, memorandum, statute, ordinance or otherwise, shall not be limited, restricted, impaired, removed or abolished.

ATTEST:

TOWNSHIP OF ANDOVER

By

FRATERNAL ORGANIZATION OF POLICE
SPARTAN LODGE NO. 26

By

By

By